

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK  
ALBANY DIVISION**

\_\_\_\_\_  
IN RE: MIGNONETTE M. CROWSON, X

CHAPTER 13

DEBTOR.

BANKR. NO. 07-11834-1-rel

\_\_\_\_\_  
AMERICAN EXPRESS CENTURION BANK., X

PLAINTIFF,

ADV. PRO. NO. 07-90183-1-rel

v.

MIGNONETTE M. CROWSON,

DEFENDANT.

**STIPULATED JUDGMENT  
IN SETTLEMENT OF  
ADVERSARY PROCEEDING**

\_\_\_\_\_  
American Express Centurion Bank (“American Express”), and the Defendant,  
Mignonette M. Crowson (the “Defendant”), by and through their counsel, hereby stipulate as  
follows:

WHEREAS, the Adversary Proceeding Summons and Complaint sought, pursuant to  
section 523 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”), the  
nondischargeability of American Express’ claims in the amount of \$7,423.15 (the “Claims”) and

WHEREAS, American Express and the Defendant now wish to resolve, compromise, and  
finally settle the above-mentioned dispute in order to avoid the cost, burdens, and uncertainties  
of litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between  
the undersigned Defendant and the attorneys for American Express and the Defendant as  
follows:

1. The sum of \$6,000.00 is stipulated to be nondischargeable pursuant to 11 U.S.C. §§523(a)(2)(A) and (a)(2)(C), and it is further stipulated that said judgment amount be entered as a judgment by the Bankruptcy Court against the Defendant at the termination of the bankruptcy case or the discharge of the debtor which ever event should proceed first.

2. This Stipulation does not provide for any repayment terms; However, any payment received by the Plaintiff during the chapter 13 proceeding from either the debtor or the Chapter 13 Trustee shall be applied pro-rata against the dischargeable and non dischargeable claims held by the plaintiff.

3. Defendant agrees to advise Plaintiff of any change in address. Any notice of a change in address shall be addressed to Plaintiff, c/o BECKET & LEE LLP, P.O. Box 3001, Malvern, PA 19355. Defendant's current mailing address is 1534 Becket Street, Schenectady, NY 12304.

4. Any voluntary payments by the Defendant shall be made payable to "American Express", and mailed c/o Becket & Lee LLP, P.O. Box 3001, Malvern, PA 19355 or at any future address designated by Plaintiff in writing. Defendant shall reference the full fifteen (15) digit account numbers on all payments tendered.

5. The Plaintiff remains entitled to distribution from the bankruptcy estate. Any amounts (other than interest payments) received from the bankruptcy estate in combination with any monies paid by the Defendant, which exceed the account balances, shall be returned to the Defendant.

6. In the event that Defendant's bankruptcy is dismissed or discharge is denied or revoked, Plaintiff remains entitled to it full legal right and remedies.

WHEREFORE, the parties pray this Honorable Court for an Order approving the Stipulated Judgment and closing the adversary matter.

Date: July 1, 2008

By: /s/ Leigh A. Hoffman  
Leigh A. Hoffman, Esquire  
DEILY, MOONEY & GLASTETTER, LLP  
8 Thurlow Terrace  
Albany, NY 12203-1006  
Attorney for Plaintiff

Date: July 1, 2008

By: /s/ Richard G. Croak  
Richard G. Croak, Esquire  
314 Great Oaks, Boulevard  
Albany, NY 12203  
Attorney for Defendant

Date: July 1, 2008

By: /s/ Mignonette M. Crowson  
Mignonette M. Crowson  
1534 Becket Street  
Schenectady, NY 12304  
Defendant